CONTRACTS — SUIT BY THIRD PERSONS NOT PARTIES TO CONTRACT — PROMISE TO DISCHARGE OBLIGATION OF PROMISEE — INDIAN LAW. — In consideration of the conveyance of property, the defendant promised a debtor to discharge his obligation to a creditor. The creditor brought suit on this promise, joining the original obligor as defendant, and asked a decree against the promisor for the amount of the debt. *Held*, that the plaintiff is entitled to the relief sought. *Dutt* v. *Mondol*, 17 Calcutta Weekly Notes 1143 (India Civ. App. Jur., June, 1913).

Most American jurisdictions, following the famous case of *Lawrence* v. *Fox* (20 N. Y. 268), allow a creditor whose debtor has been given a promise to pay the debt a direct action at law against the promisor. *Meyer* v. *Lowell*, 44 Mo. 328; *Wood* v. *Moriarty*, 15 R. I. 518. *Contra*, *Borden* v. *Boardman*, 157 Mass. 410, 32 N. E. 469. A few courts appreciate more clearly the basis of the creditor's interest and give relief only by suit in equity to reach and apply the debtor's right against the promisor in satisfaction of the creditor's claim. *Forbes* v. *Thorpe*, 209 Mass. 570, 95 N. E. 955. See article by Prof. Williston, 15 HARV. L. REV. 775 *et seq.* In England, however, no one but the promisee may enforce the promise, at law or in equity. *Price* v. *Easton*, 4 B. & Ad. 433. *Cf. Re Empress Engineering Co.*, 16 Ch. D. 125. The radical departure of the principal case from the settled English law does not arise from the Indian rule that consideration need not move from the promisee. See POLLOCK, INDIAN CONTRACT ACT, 3 ed., p. 19; 15 HARV. L. REV. 771. It is rather an instance of the general tendency of the modern law to give direct relief to third persons interested in the performance of a contract when such is the intent of the parties. The civil law generally permits recovery by a beneficiary. See 16 HARV. L. REV. 43. Even the English law has lost some of its rigidity by improperly extending its conception of a trust. *Cf. Moore* v. *Darton*, 4 DeG. & Sm. 517. The recognition in India of the substantial justice of the prevailing American view is, therefore, in harmony with the trend of legal development.

CRIMINAL LAW — FORMER JEOPARDY — PERJURY — DIFFERENT FALSEHOODS IN SAME PROCEEDING UNDER SAME OATH. — The defendant was indicted for perjury. He had previously been acquitted on a charge of perjury, based on another and different falsehood under the same oath in the same proceeding. *Held*, that the previous trial constitutes former jeopardy. *Black* v. *State*, 79 S. E. 173 (Ga. Ct. App.).

The precise point seems never to have arisen before. Perjury is committed when one who has taken oath to testify to the truth in a judicial proceeding knowingly makes a false statement material to an issue in that proceeding. See *People* v. *Fox*, 25 Mich. 492, 496; *Herring* v. *State*, 119 Ga. 709, 715, 46 S. E. 876, 879; STEPHEN, CRIM. LAW DIG., 4 ed., p. 95; 4 BL. COM. 137. It might be deduced from this that each false assertion constitutes a separate crime, and that the principal case is erroneously decided. But it is universally held that a single count of indictment containing several assignments of perjury under one oath is not bad. *State* v. *Bishop*, 1 D. Chipm. (Vt.) 120; *State* v. *Bordeaux*, 93 N. C. 560; *Commonwealth* v. *Johns*, 6 Gray (Mass.) 274. Also that a count of indictment containing charges of more than one crime is bad for duplicity. *State* v. *Dennison*, 60 Neb. 192, 82 N. W. 628; *Commonwealth* v. *Symonds*, 2 Mass. 162; *State* v. *Temple*, 38 Vt. 37. It follows therefore that various false statements under one oath constitute but one crime. See *State* v. *Bishop*, *supra*, p. 123. This supports the reasoning of the principal case to the effect that violation of the oath is the gist of the offense, and the several falsehoods only so many several means to a single criminal result. The defendant is therefore clearly within the constitutional guaranty.

FRAUDULENT CONVEYANCES — WHAT CONSTITUTES FRAUD — RIGHTS OF CREDITORS — PERSONAL RIGHTS AGAINST TRANSFEREE. — A debtor trans-

ferred stock to the defendant, one of his creditors, not to be applied on the debt but to assist in placing it beyond the reach of other creditors. Land was transferred to the debtor's wife, another defendant, who had no knowledge of the fraud. The stock, which was worth five times par when transferred, became worthless while held by the defendant. The land held by the wife was sold in foreclosure and she now holds none of the proceeds. The plaintiff, a judgment creditor, seeks to set the transfer aside and recover personal judgment as well. *Held*, that the defendant who participated in the fraud is liable for the value of the property transferred, but the *bonâ fide* donee is not. *Koellhoffer* v. *Peterson*, 143 N. Y. Supp. 353 (Sup. Ct.).

Where property is not taken for the debt, but to enable the debtor to defraud creditors, the existence of a *bonâ fide* obligation will not save the transaction. *Smith* v. *Schwed*, 9 Fed. 483. When one secures the legal title to property in violation of the rights of another, he becomes a constructive trustee for the person equitably entitled. See 3 POMEROY EQ. JUR., 3 ed., § 1053. Whether the true owner was deprived of his property by fraud, by theft, or by any other wrongful method is immaterial. *National Mahaiwe Bank* v. *Barry*, 125 Mass. 20; *Humphreys* v. *Butler*, 51 Ark. 351. So a grantee of a fraudulent conveyance has been called a constructive trustee for the grantor's creditors. *Doherty* v. *Holliday*, 137 Ind. 282, 288, 32 N. E. 315, 317. This is not strictly accurate, because a creditor cannot be said to have an equity in a debtor's property. But such a grantee commits a wrong in confederating with the debtor to place the property where the creditors cannot get at it to satisfy their claims. It is just that this conscious wrongdoer should not be allowed to profit by his wrong. The rules governing the reparation of this wrong are similar to those where there is a true constructive trust. If the property or its proceeds increase in value, the grantor's creditors reap the benefit. *Gillett* v. *Bate*, 86 N. Y. 87. If the fraudulent grantee sells the property, he is liable for its full value, no matter what he got. *Post* v. *Stiger*, 29 N. J. Eq. 554. Where some of the property has been stolen while in his possession, he must make good the loss. *Hargreaves* v. *Tennis*, 63 Neb. 356, 88 N. W. 486. In the principal case, therefore, the imposing of personal responsibility upon the fraudulent grantee seems just in view of the wrong done. No personal judgment, however, should be given against an innocent donee. Such a donee's conscience can only be affected when knowledge comes to him that in holding the property he is depriving another of some right. If the money has been spent or disposed of in such a way that no proceeds remain, he is not personally liable. *Truesdell* v. *Bourke*, 29 N. Y. App. 95, 51 N. Y. Supp. 409; *Bonesteel* v. *Bonesteel*, 30 Wis. 516. The result is the same where the property is returned to the grantor. *Norris* v. *Jones*, 93 Va. 176, 24 S. E. 911; *Wheeler* v. *Kirtland*, 23 N. J. Eq. 13. Since the wife was innocent and neither property nor proceeds remained, the decision denying personal liability seems also correct.

INFANTS — ADOPTION — REQUISITES OF ABROGATION. — With the consent of the natural parents, a child was adopted by another couple, according to statutory requirements. Later this adoption was abrogated according to statute, without the consent of the natural mother, who had meanwhile been divorced. One of the adoptive parents having died leaving a large estate, the child now seeks annulment of this abrogation, on the ground that the mother did not consent. *Held*, that the abrogation is valid. *Matter of Ziegler*, 50 N. Y. L. J. 99 (N. Y. Surr. Ct., Oct., 1913).

Adoption is governed by the requirements of the statute in force, not being known at common law. The statute referred to in the principal case provides that an adoption may be abrogated by a decree, on the consent of those parties whose consent would be necessary to an adoption. 1 CONSOL. LAWS, N. Y. 1079. The New York statute, in common with the statutes of Massachusetts,